



JERRY E. POWERS  
Chief Probation Officer

**COUNTY OF LOS ANGELES  
PROBATION DEPARTMENT**  
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July 29, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

40 July 29, 2014

*Sachi A. Hamai*  
SACHI A. HAMAI  
EXECUTIVE OFFICER

**APPROVAL OF NON-FINANCIAL STANDARDIZED MEMORANDUM OF UNDERSTANDING WITH  
SCHOOL DISTRICTS TO PROVIDE SCHOOL-BASED SERVICES**

**(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Approval of a non-financial standardized Memorandum of Understanding with school districts for provision of school-based services for probation and at-risk youth that may include caseload supervision and on-site assistance when student behavioral problems arise.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the attached non-financial standardized Memorandum of Understanding (MOU) with school districts for provision of school-based services for probation and at-risk youth that may include caseload supervision and on-site assistance when student behavioral problems arise.
2. Delegate authority to the Chief Probation Officer to negotiate and execute agreements with school districts, upon approval as to form by County Counsel.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to obtain approval of a non-financial, standardized MOU with school districts for the provision of school-based services for probation and at-risk youth that may include caseload supervision and on-site assistance when student behavioral problems arise.

The implementation of this strategic initiative will support County of Los Angeles Probation Department's (Probation) continuing efforts to provide intervention services that will reduce recidivism, increase public safety, and enhance levels of collaboration and sharing/leveraging of resources with community partners. Such implementation also provides a community-based alternative to detention and placement in congregate care, and in turn, will reduce the need for out-of-home placement and mitigate increased costs.

To reduce crime and delinquency for at-risk youth in the schools, the focus will be on building resiliency and enhancing protective factors by building school success supported through close supervision and other services. Probation proposes expanding the school-based Probation model to provide a more effective supervision of probationers, increase school success for these youth, and build partnerships with schools and others to promote campus and community safety. Deputy Probation Officers (DPOs) will be assigned and placed on school campuses with a focus on: reducing recidivism by enforcing conditions of probation, daily monitoring of school issues (attendance, performance, and behavior), reducing first arrests of at-risk youth, holding youth and families accountable, and building resiliency with a priority on school success and positive redirection through mentoring.

### **Implementation of Strategic Plan Goals**

The recommended actions support the Countywide Strategic Plan Goal #1 Operational Effectiveness, and Goal #3 Integrated Services Delivery. Implementation of these recommendations will enable Probation to collaborate and coordinate integrated services for probationers.

### **FISCAL IMPACT/FINANCING**

There is no fiscal impact as the requested action is to approve a non-financial standardized MOU.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Since 1983, Probation has participated in a joint effort with several school districts to reduce campus incidents of truancy and other serious behavioral problems for probation and at-risk youth. These efforts require the assignment of a DPO at school campuses. DPOs monitor school behavior, attendance and academic performance; coordinate counseling and mentoring services; enforce conditions of probation; and facilitate access to school-based and after school communities based intervention services for probation and at-risk youth.

The proposed non-financial standardized MOU has been reviewed and approved as to form by County Counsel.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommended actions will allow Probation to enter into MOUs directly with school districts to expand the school-based Probation model to provide enhanced supervision of probationers by building resiliency, with a priority on school success and positive redirection through mentoring. This will result in increasing school success for these youth, building partnerships with schools and others to promote campus and community safety, and holding youth and families accountable, aimed at reducing recidivism, increasing public safety, and enhancing levels of

The Honorable Board of Supervisors

7/29/2014

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collaboration and sharing of resources with community partners.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Jerry Powers", with a stylized, cursive script.

JERRY E. POWERS

Chief Probation Officer

JEP:TH:cc

Enclosures

c: Executive Officer  
County Counsel  
Chief Executive Office

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE COUNTY OF LOS ANGELES PROBATION DEPARTMENT  
AND  
THE UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding (MOU) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014 between the County of Los Angeles Probation Department (hereafter referred to as PROBATION) and the \_\_\_\_\_ Unified School District (hereafter referred to as SCHOOL).

**WITNESSETH:**

**WHEREAS**, PROBATION desires to provide school based services at NAME OF SCHOOL; and

**WHEREAS**, the Chief Probation Officer has been delegated authority by the Los Angeles County Board of Supervisors to negotiate and sign agreements to provide these services; and

**WHEREAS**, PROBATION desires to participate in a joint effort with SCHOOL;

**NOW, THEREFORE**, in consideration of the mutual benefits and subject to the conditions contained herein, the parties mutually agree as follows:

**I. PURPOSE**

The purpose of this MOU is to provide school based services mutually agreed upon by both parties at NAME OF SCHOOL.

**II. TERM**

The term of this MOU shall commence on DATE through DATE. This MOU shall be automatically renewed for successive Fiscal Year (FY) periods thereafter commencing DATE, unless terminated as herein provided.

This MOU may be terminated at any time, without cost, by either party upon thirty (30) days prior written notice to the respective party.

**III. FUNDING**

This is a non-financial MOU.

**IV. SCHOOL RESPONSIBILITIES**

SCHOOL agrees to provide the following services:

- A private and secure work space.
- Access to student, student records, computers (including connectivity), telephones, and fax machines.

## **V. PROBATION RESPONSIBILITIES**

As resources and policies allow, the assigned DPO shall provide the following services:

- DPO shall supervise PROBATION youth, providing services for PROBATION and at-risk youth and their families.
- DPO shall participate on School Attendance Review Boards, Student Study Teams, Special Education meetings, and other multi-disciplinary teams as appropriate.

## **VI. CONFIDENTIALITY**

PROBATION and SCHOOL shall maintain the confidentiality of all records and information relating to juvenile participants under this MOU. This shall be in accordance with Welfare & Institutions Code (WIC) provisions, as well as all other applicable State and County laws, ordinances, regulations, and directives relating to confidentiality. PROBATION and SCHOOL shall inform all their managers, supervisors, employees, and contractor providers providing services hereunder, of the confidentiality provision of this MOU.

In no case shall records or information pertaining to participants be disclosed to any person, except designated County employees, without the written permission of a PROBATION Director or authorized representative.

## **VII. INDEMNIFICATION**

The SCHOOL shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the SCHOOL'S acts and/or omissions arising from and/or relating to this MOU.

PROBATION shall indemnify, defend and hold harmless SCHOOL, its elected and appointed officers, agents and employees from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected

with PROBATION'S acts and/or omissions arising from and/or relating to this MOU.

**VIII. AMENDMENTS**

This MOU may only be amended by written mutual consent of both parties. Neither verbal agreements nor conversation by any officers, employees and/or representatives of either party shall affect or modify any of the terms and conditions of this MOU.

Any change to the terms of this MOU, including those affecting the responsibilities of the parties and/or the rate and/or method of compensation shall be incorporated into this MOU by a written Amendment that is properly executed by all parties.

**IX. ENTIRE MOU**

This MOU contains the full and complete agreement between the two parties and is executed in two (2) identical copies, each of which is deemed to be an original. The MOU includes --- (--) pages that constitutes the entire understanding and agreement of the parties.

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**IN WITNESS WHEREOF**, the County of Los Angeles and SCHOOL have caused this MOU to be executed on their behalf by their authorized representatives, the day, month and year first above written. The person signing on behalf of SCHOOL for the warrants that he or she is authorized to bind SCHOOL, and attest under penalty of perjury to the truth and authenticity of representations made and documents submitted and incorporated as part of this MOU.

COUNTY OF LOS ANGELES  
PROBATION DEPARTMENT

By \_\_\_\_\_  
JERRY E. POWERS  
CHIEF PROBATION OFFICER

\_\_\_\_\_  
Date

SCHOOL

By \_\_\_\_\_

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

JOHN F. KRATTLI  
COUNTY COUNSEL

By \_\_\_\_\_  
MILLICENT L. ROLON  
PRINCIPAL DEPUTY COUNTY COUNSEL

\_\_\_\_\_  
Date